

CIG FINANCIAL – (FRANCHISE) DEALER AGREEMENT

This Agreement is made and entered into by and between _____ with its principal place of business at _____ (hereinafter referred to as “Dealer”) and CIG Financial, LLC (hereinafter referred to as “CIG Financial”), with its principal place of business at 6 Executive Circle Suite 100, Irvine, California, 92614. It is understood that Dealer is engaged in the business of new and used car sales and in the course thereof sells its automobiles/merchandise to retail buyers and co-buyers or guarantors, (hereinafter collectively referred to as “Obligor”), on an installment basis, evidenced by conditional sales contracts, security agreements, or similar instruments (hereinafter referred to as “Contracts”). Dealer desires to sell its Contracts to CIG Financial. CIG Financial is engaged in the business of purchasing and/or discounting similar Contracts and other chattel or negotiable paper and agrees to purchase certain Contracts, which have been approved by CIG Financial, from Dealer pursuant to the following terms and conditions. CIG Financial may, in its sole discretion, elect to purchase Contracts offered by Dealer. Therefore, and in consideration of the provisions set forth herein and the mutual benefits to be derived therefrom, the parties agree as follows:

ARTICLE I. CONTRACT ACQUISITIONS/REPRESENTATIONS AND WARRANTIES

Section 1.1. DEALER’S GENERAL REPRESENTATIONS AND WARRANTIES.

Dealer represents and warrants as follows:

(a) **Due Organization and Good Standing.** Dealer and any entity Guarantor each (a) are duly organized, validly existing and in good standing under the laws of the State in which they are organized and in good standing under the laws of State where Dealer conducts its business; (b) have full power and authority necessary to carry on its business as now being conducted and to enter into this Agreement; (c) are in compliance with all applicable laws, including without limitation such laws relating to the doing of business under a fictitious name or trade style; (d) have obtained all licenses, certificates of occupancy, permits and authorizations, governmental and otherwise, required for the conduct of its business, which are valid and in full force and effect; (e) have filed all Federal, State, county, municipal income tax returns, and sales and use tax returns, required to have been filed by them; and (f) have paid all taxes, including sales and use taxes, which have become due pursuant to any assessments received by them, and Dealer does not know of any basis for additional assessment in respect to such taxes.

(b) **Dealer’s Organizational Authority.** The execution, delivery and performance of this Agreement, and all Contracts and each related agreement or document to which Dealer is a party, are within Dealer’s powers, have been duly authorized by all necessary action by Dealer’s governing body, and are not in contravention of law of the terms of Dealer’s organizational documents or of any understanding to which Dealer is a party.

(c) **Dealer’s Licenses.** Dealer has all licenses and authorizations required to enter into and enforce the Contracts in each State where Dealer has a place of business.

(d) **Dealer’s Compliance with Nondiscrimination Laws.** Dealer has treated and will treat all customers fairly without regard to race, color, national origin, gender, religion, age, marital status, sexual orientation, disability or any other basis prohibited by law and the conduct of Dealer in originating any Contract offered to CIG Financial hereunder will not subject CIG Financial to suit or administrative proceeding under any State or Federal law, rule or regulation which may apply to the transaction, including without limitation, the Federal Truth in Lending Act and Regulation Z, the Federal Equal Credit Opportunity Act and Regulation B, and any retail installment sales act or comparable law or regulation of any State.

(e) **Dealer’s Continuity of Business.** Dealer will not sell, exchange, transfer or otherwise move or dispose of its properties, inventory, assets, operations or products except in the ordinary course of business. Without the prior written consent of CIG Financial, Dealer shall not directly or indirectly, consolidate with or merge into any other business concern or permit any other business concern to consolidate with or merge into Dealer. Dealer shall communicate to CIG Financial any change in corporate officers, partners, members, managers or any change in ownership of its equity interests exceeding 10% prior to submitting additional Contracts for assignment. Dealer shall notify CIG Financial in writing within 10 business days of any change in name or business entity status.

(f) **Privacy.** Dealer agrees to comply with all privacy and data protection laws, rules and regulations as applicable now and in the future, including 15 U.S.C. § 6801 *et seq.* and has implemented and will maintain appropriate safeguards, procedures, and security measures to protect non-public personal information or Customer Information (as defined in 16 C.F.R. § 314.2(b)) that CIG Financial and Dealer receive from Buyers, pursuant to the terms of the Agreement, or otherwise.

Section 1.2. Dealer’s Specific Representations and Warranties

Dealer hereby makes the following representations and warranties with respect to all Contracts, jointly and severally, and which are material to CIG Financial’s purchase of any Contract from Dealer:

(a) **Contract Valid and Enforceable.** The Contract is a valid and enforceable deferred payment obligation for the amount set forth in the Contract, arising out of a bona-fide sale of the vehicle, goods or the rendition of services in the ordinary course of business, which has been finally and unequivocally accepted by the retail purchaser(s) named in the Contract and for which Obligor is unconditionally liable without right of offset. The Obligor shall have been of legal age and competent to execute said Contract.

(b) **Contract and Collateral Delivered to Obligor.** The property which shall be the subject of each of the Contracts shall be truly and accurately described therein and shall have been delivered into possession of the Obligor, and properly installed or in good running order. All the appropriate entry blanks on the Contract were completely filled-in when signed by each Obligor, the descriptions of the vehicle including all optional equipment listed on the Kelly Blue Book or NADA valuation, as applicable, goods and services and other information contained in the Contract and in any other document given to Obligor by Dealer are in all respects true, accurate and complete, and each Obligor received a completed signed genuine copy of their Contract and any other document required by applicable law. The entire agreement between Dealer and Obligor shall be contained in a single document, except where otherwise permitted by law.

(c) **Bona-Fide Sale.** Dealer has sold and delivered the vehicle, and/or installed the goods and services described in the Contract; the Obligor named in such Contract is a bona-fide purchaser, has legal capacity to enter into the Contract, is the registered owner of the vehicle described in the Contract; and is currently solvent, willing and financially able to repay. The entire transaction occurred at Dealer’s usual place of business as set forth in this Agreement and as on Dealer’s license, and the Contract was generated from a direct sale by Dealer and not from a third party.

(d) **Down Payment Received.** The Down Payment(s) by the Obligor to Dealer described in the Contract was fully paid in cash. No part of the Down Payment has been loaned directly or indirectly by Dealer to the Obligor. If any portion of the Down Payment has been deferred, such payments are accurately itemized on the face of the Contract; the deferral, payment schedule, and disclosure thereof comply with all state and federal laws (including but not limited to the Truth-in-Lending Act, the applicable motor vehicle sales finance act or similar act, and all regulations under all of the above); and all such payments have been timely paid-in-full per the deferred Down Payment schedule disclosed on the Contract.

(e) **Cash Price.** The Contract has arisen out of the sale of the property described in the Contract Documents on the terms described therein. The cash price of the vehicle as reflected in the Contract is the price charged by Dealer for substantially similar vehicles in cash transactions, and was not increased because the vehicle was sold in a credit transaction or because the Contract was purchased by CIG Financial in consideration of an acquisition fee. Dealer has made no statements to Obligor relating to any change in the cash price related to the financing of any vehicle.

(f) **No Disputes or Misrepresentations.** The Contract is not in default and there are no disputes, offsets, legal or equitable defenses or counterclaims against the Contract or the vehicle subject thereto. Neither the Obligor nor any guarantor or co-signer has been induced to enter into the Contract, nor has CIG Financial been induced to purchase the Contract, by any intentional or negligent misrepresentations, suppressions or omissions of material facts by Dealer or any employee of Dealer regarding the vehicle including all optional equipment listed on the Kelly Blue Book or NADA valuation, as applicable, goods or services sold

under the Contract. No material fact relating to the Contract or the vehicle, including any optional equipment listed on the Kelly Blue Book or NADA valuation, as applicable, goods and services sold under the Contract was intentionally or negligently misrepresented to the Obligor or omitted from any required disclosure to the Obligor. There exist no facts that would impair the validity or enforceability of the Contract; there are no undisclosed adjustments to the Obligor or to CIG Financial as to the cash price of the vehicle, any optional equipment listed on the Kelly Blue Book or NADA valuation, as applicable, goods or services sold in the Contract; all statements, numbers and other information in the Contract and related documents are true, accurate, complete and free from fraud or omission; neither Dealer nor any of its employees has made any oral or written promise to the Obligor that is not contained in the Contract; and the Obligor neither has nor will have any defense, offset, claim or counterclaim regarding the enforcement of the Contract which arises out of, is related to, or is in connection with the conduct or representations of Dealer, its employees or agents.

(g) **Disclosures and Compliance with Law.** All disclosures required by law or regulation were properly made to the Obligor and receipt thereof acknowledged in writing prior to the Obligor's signing the Contract. The Contract complies and, in the underlying transaction, Dealer has complied with, all applicable laws and regulations including, without limitation, the Fair Credit Reporting Act, the Equal Credit Opportunity Act (as amended by the Fair and Accurate Credit Transactions Act), the Federal Truth in Lending Act, the FTC Used Motor Vehicle Trade Regulation Rule, the Federal Trade Commission Act, the Magnuson-Moss Warranty Act, the applicable motor vehicle sales finance act or similar act, and all regulations under all of the above and all other federal, state, and local laws, rules and regulations that apply to the extension of credit, consumer transactions or the sale or financing of the vehicle or goods and services covered by the Contract. The sale and financing of any insurance, service contracts, or other coverage, or program provided or arranged by Dealer in connection with the Contract do not violate any applicable law or regulation. Service contracts, insurance documentation, or other documentation related to various other programs, and any rebates of unearned premiums will be delivered to Obligor by Dealer within the time required by law, or if Obligor cancels the policy, the rebates will be sent to CIG Financial as required by law.

(h) **Valid First Lien; Title and Perfection of Lien.** The Contract covers a vehicle, goods or services owned or provided by Dealer free and clear of all liens, security interests, claims or encumbrances and Dealer has the authority to sell and assign the Contract to CIG Financial free and clear of all liens and encumbrances. At the time the vehicle is delivered to the Obligor or Obligors named in the Contract, but in any event no later than thirty (30) days from the date of the Contract, Dealer will apply to the State Department of Motor Vehicles or other agency having responsibility for motor vehicle registration for a valid certificate of title evidencing the Obligor's ownership of the vehicle and goods described in the Contract and CIG Financial's legal ownership of or first priority lien on that vehicle and goods, and that the vehicle and title thereto are free and clear of all liens, encumbrances or adverse claims of ownership, right to set-off or counterclaim, including any vehicles which were obtained by Dealer from a third party. Dealer will repurchase the Contract if CIG forfeits its lien and security interest in the course of a bankruptcy proceeding initiated by Customer, if such forfeiture is due to a failure of Dealer to timely perfect CIG's lien and security interest according to the requirements of Dealer's state. Neither the vehicle nor title thereto is subject to any titling defect or branding, including but not limited to salvage titles, prior government use, remanufactured, manufacturer lemon law buybacks, flood damage, true miles unknown (TMU), or gray market title, and the vehicle is in fact not salvage, prior government use, remanufactured, a manufacturer lemon law buyback, or flood damaged, unless such defect or branding is disclosed in writing to CIG Financial and the retail purchaser and CIG Financial then expressly consents to fund such Contract. Dealer shall cause a certificate of title or comparable evidence of the perfection of CIG Financial's lien on the vehicle or other property described in the Contract to be issued by the Department of Motor Vehicles or other licensing authority of the State in which the vehicle or property is sold within sixty (60) days of the date on which the Contract was signed by the Obligor, on which the "Lienholder", "Legal Owner," or other such terminology reflecting collateral ownership with regard to the vehicle or other property is identified as CIG Financial. CIG Financial, upon purchasing the Contract, has a valid first lien and security interest in the vehicle described in the Contract Documents and will be entitled to enforce its rights in the vehicle as provided in the Contract documents;

(i) **Fees.** Dealer does not charge the Obligor for filing fees or other costs paid by Dealer to public officials to perfect a security interest in the vehicle or goods sold under the Contract except where allowed by law, Dealer does not make any other type of charge, other than clearly denominated finance charges, unless those charges also are charged in cash transactions, and all charges that Dealer is required by law to disclose in the Contract are accurately and fully disclosed. Dealer has properly charged and/or estimated License, Registration, Transfer and/or Titling fees and has properly itemized each such fee on the Contract;

(j) **Dealer to Pay Taxes.** Dealer shall promptly forward to the proper authorities all Federal, State and local fees and taxes due in connection with the sale and financing of the vehicle, goods and services, and shall accurately calculate and disclose all taxes and fees due to such agencies. Dealer shall be responsible for returning to Obligor any excess taxes or fees paid to such agencies;

(k) **Insurance; Debt Cancellation Coverage; Vehicle Warranties and Extended Service Agreements.** Any insurance, debt cancellation coverage, extended service agreement or mechanical breakdown protection sold under the Contract is optional to the Obligor and, in the case of an extended service agreement or mechanical breakdown protection, is offered for sale in connection with comparable cash transactions at a price equal to that disclosed on the face of the Contract. Any insurance, debt cancellation coverage, extended service agreement or mechanical breakdown protection sold under the contract shall name CIG Financial as lien holder or loss payee. Upon notice of repossession and written request from CIG Financial, Dealer shall remit or cause the administrator or underwriter to remit and refund the unearned portion of any insurance, debt cancellation coverage, extended service agreement or mechanical breakdown protection to CIG Financial. Dealer shall provide and maintain services on all goods sold under the Contract in accordance with all warranties (including extended service agreements) and standard practices and policies, shall have paid any and all insurance companies, debt cancellation coverage providers and warranty companies for applicable coverages and services, and shall use its best efforts to resolve any disputes relating to such coverages and services;

(l) **Obligor's Identity Confirmed and Credit Application True and Correct.** Dealer has verified the identity of each Obligor by use of a driver's license or other identification document which contains the Obligor's photograph issued by the person's State of residency. Dealer warrants that the Obligor is a legal resident of the United States. All credit information supplied by Obligor and any guarantor of the Contract has been delivered to CIG Financial and is contained in the Credit Application or Applications delivered to CIG Financial. All information on the Obligor's Credit Application and any guarantor's Credit Application was provided by the Obligor or the guarantor, as the case may be, and Dealer has obtained from each Obligor and guarantor permission to forward the Credit Application or Applications to CIG Financial, and such permission allows CIG Financial to verify each Obligor's or guarantor's credit, including but not limited to obtaining credit reports from credit reporting agencies. To the best of Dealer's knowledge and belief the information supplied is true and correct, and is consistent with CIG Financial's Underwriting Guidelines which have been furnished to Dealer. Dealer has no information, reservations, or knowledge contradictory to that on the Obligor's and any guarantor's Credit Application;

(m) **Down Payment.** The amount of any down payment was actually paid from the Obligor's own funds, was not borrowed or otherwise advanced on the Obligor's behalf by a third party who has a claim against the Obligor for the amount advanced, and was actually collected by Dealer either in immediately available funds or by check, draft or other form of payment which has not been and will not be dishonored or reversed for any reason, and such amount, the value of any trade-in (determined in accordance with the Kelly Blue Book or NADA valuation, as applicable) and the amount remaining unpaid on the Contract are as stated therein or as otherwise represented at the time of the assignment to CIG Financial;

(n) **Deferred Down Payment.** With respect to each Contract which provides for any portion of the Obligor's down payment to be made at any time subsequent to the execution of the Contract (such portion is hereinafter referred to as the "Deferred Down Payment"), the Obligor shall pay the Deferred Down Payment in full to Dealer not later than two (2) weeks prior to the due date of the first regularly scheduled installment;

(o) **Assignment.** Notwithstanding anything to the contrary in any assignment document executed by Dealer, all Contracts shall be deemed to have been assigned subject to CIG Financial's right to require repurchase pursuant to Section 2.2 hereof and as otherwise set forth in this Agreement; and

(p) **Sale to Dealer Employees and Relatives of Dealer.** The vehicle has not been sold to any employee of Dealer or to any family member of an employee of Dealer without CIG Financial's prior written consent.

Section 1.3. Required Documents. Dealer agrees, with each Contract purchased, to supply CIG Financial with the following documents as a condition precedent to acceptance and/or funding: (a)The original Contract mutually executed by Dealer and the retail purchaser(s), including all legally required foreign

language translations of the Contract along with any other legally required translations of documents making substantial changes in the rights and obligations of the parties; (b) The retail purchaser's original Credit Application signed by the retail purchaser(s) together with the original Credit Application of any co-buyer or guarantor; (c) The Buyer's Guide signed by the Obligor, including any legally required foreign language translation thereof; (d) The lien holder's copy of the application for title properly completed and signed; (e) Evidence of or agreement to furnish insurance or physical damage insurance form signed by the retail purchaser(s), with CIG Financial listed as loss payee; (f) Copy of the Obligor's receipt of paid down payment; (g) Cosigner Notice, if applicable; (h) Notice and Acknowledgement(s) of Translation for Obligor, as required by law; (i) Copy of the Obligor's drivers license or government issued-identification provided by the Obligor at the time of the contract; (j) Statement of Fact(s), as required by law; (k) Seven personal references for the Obligor, including name, address, telephone number, and nature of relationship; (l) Copies of any debt cancellation coverage, warranties or service agreements, and for merchandise, the itemized and dated delivery and installation receipt signed by the Obligor; and (m) Any other statement or forms as may be required by CIG Financial from time to time. Dealer agrees to use forms of Contracts which shall be approved for such use by CIG Financial, and Dealer will not make any changes in such forms without prior disclosure and approval by CIG Financial.

ARTICLE II. DEFENSE AND INDEMNIFICATION

Section 2.1. Defense; Indemnity; Hold Harmless. CIG Financial shall have the right to require Dealer to, and Dealer agrees to, defend, save, indemnify and hold CIG Financial harmless to the full extent of any and all liabilities, settlements, funds, judgments, attorneys' fees and/or costs which may be incurred or expended by CIG Financial in connection with any demand, claim, administrative proceeding or lawsuit which may be directed to CIG Financial or to which CIG Financial may be made a party arising directly or indirectly out of any Default or claim of alleged Default under this Agreement, or allegation of facts which could constitute a breach of any representation or warranty in this Agreement. In the event of such demand, claim, administrative proceeding or lawsuit, or allegation of facts which could constitute a breach of any representation or warranty set forth in Section 1.1-1.2 of this Agreement, whether groundless, false, or fraudulent, Dealer will (i) repurchase any Contract, (ii) reimburse CIG Financial for any attorneys' fees and costs incurred, (iii) defend, indemnify, and hold CIG Financial harmless from and against any such demand, claim, administrative proceeding or lawsuit. Dealer shall immediately advise CIG Financial in writing upon the receipt of notice of any claim, demand, legal, investigative or administrative proceeding against Dealer in association with any Contract that may or has been assigned to CIG Financial, and no later than three days from receipt. Time is of the essence. Each of Dealer's obligations shall exist notwithstanding the existence of any other direct claims against CIG Financial. Dealer's obligation(s) shall survive any termination of this Agreement itself.

Section 2.2. Repurchase Obligation. In the event of any breach of any representation or warranty contained in this Agreement or contained in any written assignment of a Contract by Dealer, Dealer will repurchase the relevant Contract(s) immediately upon demand by CIG Financial. The repurchase price of the Contract shall be equal to the then remaining amounts owing with respect to such Contracts, including, without limitation, all unpaid principal, accrued and unpaid interest, and all other amounts due and payable under or pursuant to the Contract Documents, plus any participation remitted to Dealer for the Contract, together with any costs, expenses, and attorneys fees incurred by CIG Financial, including any costs associated with collection of the Contract or repossession of the vehicle. The repurchase price will not be affected by the physical condition of the vehicle, regardless of whether the vehicle has been damaged or modified by Obligor which reduces the value or causes vehicle to be worthless, and regardless of whether the vehicle has been forfeited due to seizure, impoundment, or abandonment. CIG Financial has no obligation to repossess or otherwise secure the vehicle as a condition of requiring Dealer to repurchase a Contract.

Section 2.3. Acceleration. In the event Dealer ceases to transact business as a going concern, a petition in bankruptcy insolvency or for the appointment of a receiver is filed by or against Dealer, a creditor's committee is named for Dealer, Dealer makes an assignment for the benefit of creditors, Dealer makes a "bulk sale", an attachment or execution is levied upon the property of Dealer and such attachment or execution is not released within a period of ten (10) days, Dealer fails to repurchase within (10) days or demand any Contract Dealer is obligated to repurchase, or breaches any indemnity obligation contained in this Agreement or in its written assignment of any Contract, then and in any such event CIG Financial may, at its option, terminate this Agreement, in which event Dealer shall forthwith repurchase all such Contracts on demand for the repurchase price set forth in section 2.2 of this Agreement, whether or not said Contracts are then due in accordance with their terms.

ARTICLE III. DEALER COVENANTS

Section 3.1. Dealer grants CIG Financial full power of attorney to endorse and deposit in its checking account all checks made payable to Dealer which CIG Financial shall have received from Obligors or Dealer as payments on the Contracts purchased hereunder.

Section 3.2. Dealer agrees to remit in kind all funds collected or received as payment on Contracts purchased by CIG Financial, such remittances to be made within twenty-four (24) hours of receipt from an Obligor. Dealer agrees that it is responsible to CIG Financial for any payments received by Dealer regardless of loss thereof as the result of misplacement, theft, embezzlement or dishonesty by the agents or employees of Dealer.

Section 3.3. Dealer understands and agrees that Dealer is prohibited from making any payments on behalf of Obligors on Contracts purchased by CIG Financial.

Section 3.4. Dealer agrees to keep CIG Financial advised of any pertinent information coming to its knowledge or that of its employees or agents respecting any Obligor's expressed intention not to fulfill the terms and conditions of any Contract purchased by CIG Financial or such Obligor's intention to transfer his equity in the merchandise/automobile purchased, or to change address, or any other information reflecting the Obligor's unwillingness or inability to carry out the terms of the Contract. In addition, Dealer agrees to keep CIG Financial current on any and all Obligor's changes of address, phone numbers or any other pertinent matter which CIG Financial requests.

Section 3.5. Dealer agrees not to quote "Pay-off" balances or accept sums of money as payment-in-full for any Contract purchased by CIG Financial, unless approval is first obtained from CIG Financial in writing, and to refer all requests for credit ratings and "Pay-offs" to the office of CIG Financial.

Section 3.6. Dealer agrees not to make or grant any extensions of payments of Contracts purchased by CIG Financial, or to change due dates of the installment specified therein, or to waive, cancel or reduce late charges without the approval and consent of CIG Financial.

Section 3.7. Dealer agrees to provide an annual balance sheet and income statement within ninety (90) days following the end of each fiscal year.

ARTICLE IV. GENERAL PROVISIONS

Section 4.1. No Agency. Dealer is an "independent contractor" only and Dealer is not the agent or employee of CIG Financial. The relationship of Dealer and CIG Financial shall be that of an independent contractor rendering professional services. Neither Dealer nor any of its employees shall have any authority to represent themselves as employees of CIG Financial, or to execute contracts or make commitments on its behalf. Nothing in this Agreement shall be deemed to create a relationship of employer and employee, or principal and agent, joint venturer or partner. Nothing in this Agreement shall require CIG Financial to purchase any or all Contracts from Dealer, or require Dealer to sell all Contracts to CIG Financial exclusively. Dealer acknowledges that neither Dealer nor any of its employees is an agent of CIG Financial.

Section 4.2. Novation. This Agreement shall supersede any and all prior similar agreements entered into by and between Dealer and CIG Financial, and shall act as a Novation thereof.

Section 4.3. Banking. When electronic funds transfer (EFT) is authorized by separate agreement between the parties, Dealer shall promptly notify CIG Financial of any changes in established banking relationships stated in that authorization.

Section 4.4. Offset. Dealer agrees that CIG Financial may, without any notice or demand to Dealer, deduct from any proceeds due to Dealer any amounts owed by Dealer to CIG Financial, or any of its subsidiaries or affiliates, under this Agreement or any other agreement, including but not limited to, overpayment, chargeback amounts, or any fees or costs incurred by CIG Financial due to a failure by Dealer to comply with its obligations under this Agreement.

Section 4.5. Legal Notice Addresses. Any notices and other communications required under this Agreement shall be directed to the addresses set forth in the first paragraph of this Agreement by United States Postal Service, first class postage pre-paid or by overnight courier service. Dealer shall notify CIG Financial in writing sixty (60) days in advance of any change in mailing or agent for legal service of process address or business location address change or additional location(s).

Section 4.6. Facsimile or Electronic Mail Notice. Dealer expressly consents to CIG Financial sending communications to Dealer via facsimile or electronic mail at the number(s) or e-mail address(s) provided by Dealer and to any number or e-mail address Dealer may require in the future. If and when Dealer acquires additional facsimile numbers or e-mail addresses, Dealer shall notify CIG Financial in writing of said numbers or e-mail addresses and indicate Dealer's consent that CIG Financial communicate via them.

Section 4.7. Perfection of Interest. Upon CIG Financial's request, Dealer shall promptly correct, sign and deliver any inaccurate, incomplete or missing Contracts, or other documents required by CIG Financial and deliver to CIG Financial such other assurances or instruments as CIG Financial deems necessary to confirm or perfect the interest of CIG Financial in any Contract purchased by CIG Financial and in the vehicle, goods and services described in the Contract or to otherwise carry out the intentions of this Agreement.

Section 4.8. Transferability. This agreement shall not be assigned or transferred without the prior written consent of CIG Financial.

Section 4.9. Authenticity of Signatures. Dealer further agrees that it shall be bound by each signature on its behalf on a Contract or related documents submitted to CIG Financial in the ordinary course of business, and Dealer further agrees that CIG Financial shall have no duty to inquire as to the signatory's employment status or authority to execute the Contract, assignment or other documents.

Section 4.10. Clerical Error. No clerical error by CIG Financial in accepting an omission, false, deceptive or misleading information shall constitute a waiver of CIG Financial's rights hereunder nor excuse Dealer's obligations under this Agreement.

Section 4.11. Waiver. CIG Financial's failure to exercise any of its rights shall not operate as a waiver of any such rights, and such rights shall continue until all Contracts have been paid in full. All of CIG Financial's rights, as provided herein, shall be cumulative and not in the alternative. By way of example and not limitation, CIG Financial's continued servicing of the account on any Contract, acceptance of payments (including a late first, second, third or other delinquent payment) or repossession of collateral following any demand by CIG Financial upon Dealer for repurchase, defense, indemnification, and/or saving CIG Financial harmless shall not affect or waive CIG Financial's demand or rights under this Agreement.

Section 4.12. Attorneys Fees to Prevailing Party. If either party institutes a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such proceeding will be entitled to recover its attorney fees and court costs incurred in the action.

Section 4.13. Termination. This Agreement may be terminated as to delivery of any further Contracts by either party upon giving the other party written notice of election to terminate, and may be based on the sole discretion of either party and for whatever reason. Notice to Dealer may be given by CIG Financial by depositing said notice in the United States Postal Service, first-class postage prepaid addressed to Dealer at Dealer's Address, and shall be deemed received by Dealer one business day following such deposit. The rights and obligations of the parties as to Contracts purchased by CIG Financial pursuant to this Agreement shall survive the termination of this Agreement.

Section 4.14. Executed In Counterparts. This Agreement may be executed in counterpart originals by the parties hereto, each to have the full force and effect of an original for all purposes. This Agreement shall inure to the benefit of and bind the parties, their heirs, personal representatives, successors and assigns.

Section 4.15. Joint and Several Liability. In the event Dealer consists of more than one person or entity, the obligations of Dealer are joint and several.

Section 4.16. Partial Invalidity. If a court of competent jurisdiction or an arbitrator holds any provision of this Agreement to be unlawful, unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected.

Section 4.17. Captions. Captions and titles shall not affect the interpretation of the body of this Agreement.

Section 4.18. Choice of Law and Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of California. Venue of any suit brought by either party shall be in the Superior Court of the State of California in and for the County of Orange.

THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION BASED UPON, ARISING UNDER OR IN ANY WAY RELATED TO THE DEALINGS OF THE PARTIES WITH RESPECT TO THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY.

Section 4.19. Integration; No Oral Modification. This agreement is a final expression of the Agreement by and between Dealer and CIG Financial and may not be contradicted by evidence of any alleged oral agreement. By executing this written Agreement, Dealer and CIG Financial affirm that no unwritten oral agreement(s) exist. No modification of this Agreement shall be valid unless in writing and signed by the party to be charged.

Section 4.20. Advice of Counsel. Dealer and CIG Financial do hereby acknowledge and agree that they have been or have had the opportunity to be represented by independent legal counsel of their own choosing throughout all negotiations which preceded the execution of this Agreement and that they have executed this Agreement with the consent and upon advice of said independent counsel. Accordingly, it is agreed that any legal rule of construction to the effect that ambiguities or any addenda, amendments, additions or supplements thereto that may be construed against CIG Financial are of no force and effect in the interpretation of this Agreement.

Section 4.21. Confidentiality. In connection with the performance of its services hereunder, Dealer will have access to certain information concerning CIG Financial, its affiliates and their respective businesses, operations, plans, accounts, customers and collateral, all of which is confidential and/or proprietary in nature and subject to the terms hereof (each item individually and all collectively are referred to herein as "Confidential Information"). Dealer and its affiliates, employees, officers, directors, partners, agents, and representatives, including attorneys, accountants, and financial advisors (collectively, "Representatives"), shall use Confidential Information solely for the purpose of performing Dealer's obligations hereunder. Dealer shall (i) treat all information disclosed to it as Confidential Information and shall protect such information from disclosure to third parties or publication by using the same degree of care, but no less than a reasonable degree of care, as Dealer uses with respect to its own confidential information of like nature, (ii) protect and maintain the security of the Confidential Information in a manner that complies with the requirements of the federal Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809, and applicable regulations, and with the requirements of all other applicable federal and state laws and related federal and state regulations, all as now in effect or hereafter imposed, passed or promulgated, and Dealer warrants, represents and covenants to CIG Financial that it has and will maintain sufficient systems and procedures in place to do so, and (iii) disclose Confidential Information (x) only to its Representatives who have a need to review the same for the purpose of performing Dealer's obligations hereunder and (y) only as permitted by the federal Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809, and applicable regulations, and other applicable federal and state laws and related federal and state regulations, all as now in effect or hereafter imposed, passed or promulgated. Dealer shall inform each Representative who receives such information of the requirements of this section 4.21 and shall cause each such Representative to comply with such requirements. If Dealer or any of its Representatives is requested or required (orally or in writing, by interrogatory, subpoena, civil investigatory demand or any similar process relating to any legal proceeding, investigation, hearing or otherwise) to disclose Confidential Information, Dealer shall provide CIG Financial with prompt notice in advance of such disclosure so that CIG Financial may seek a protective order or other appropriate remedy and/or waive compliance with this section 4.21, and Dealer shall cooperate with CIG Financial in pursuing any such course of action. In the event that any such protective order or other remedy is not obtained or if CIG Financial waives compliance with the provisions of this section 4.21 or if Dealer is compelled to do so (in the opinion of its counsel) before CIG Financial can do either, Dealer shall furnish only such information as Dealer is advised is legally required and shall exercise its best efforts to obtain assurance that confidential treatment will be accorded to any information which is compelled to be disclosed. Upon the termination of this Agreement, Dealer shall deliver to CIG Financial all Confidential Information, all compilations, studies, notes, calculations and other documents and records which contain or reflect or are in any way based upon such Confidential Information, and all copies of the foregoing (regardless of the medium in which any such item exists)

unless such delivery would directly violate any express provisions of an order of a court of competent jurisdiction applicable to such party. To the extent CIG Financial permits Dealer to destroy Confidential Information rather than return it, Dealer shall destroy the Confidential Information in a manner that complies with the requirements of all applicable state and federal laws and related federal and state regulations, all as now in effect or hereafter imposed, passed or promulgated. The parties agree that CIG Financial's remedy at law for breach of any of the provisions of this section 4.21 is inadequate and that CIG Financial shall be entitled to a temporary restraining order and preliminary and permanent injunctive relief to enjoin any breach or threatened breach thereof without proof of any actual damages that may be or may have been caused to it by such breach. The foregoing remedies shall be in addition to any other right, power or remedy available to CIG Financial under law or equity. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver or preclude the further exercise thereof. The obligations set forth in this section 4.21 shall survive the termination of this Agreement and shall not be extinguished thereby.

Section 4.22. The person(s) signing this Agreement on behalf of Dealer understand that they will be personally liable for any indebtedness, misrepresentation, fraud or non-compliance with the terms and conditions of this Agreement which may occur regardless of whether Dealer is operating as a sole proprietor, a limited liability company, a partnership or a corporation. The obligation of the parties signing this Agreement will remain in effect until all the terms and conditions of this Agreement have been fulfilled without any offset or counterclaim against CIG Financial.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 20 ____.

CIG FINANCIAL, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY

DEALER NAME

By: _____
CIG Financial Officer

By: _____
Dealer Signature

Name: _____

Name: _____

Title: _____

Title: _____

By: _____
Dealer Signature

Name: _____

Title: _____

AGREEMENT FOR ENTITLEMENT

AGREEMENT FOR ENTITLEMENT TO REFUND, DEDUCTION ON, OR CREDIT UNDER SECTION 6055, CALIFORNIA REVENUE AND TAXATION CODE

1. Definitions – The following terms are defined as follows:
 - a. “Retailer” means _____, (legal name of dealership) and all of its subsidiaries, affiliates and assignees. The Retailer’s California sellers permit number is _____.
The Retailer’s California business address is _____.
 - b. “Lender” means CIG FINANCIAL, LLC. The Lender’s seller’s permit number, if applicable, is applied for. The Lender’s California account number is 102-254189. The Lender’s California business address is 6 Executive Circle, Suite 100, Irvine, CA 92614. If the Lender has not applied for a “Certificate of Registration-Lender,” the Lender agrees that it will apply of a Certification of Registration-Lender no later than the date the Lender first claims a deduction or refund for bad debts charged off on the Accounts.
 - c. “Accounts” means any and all accounts and contracts created between the Retailer and its retail customers with respect to the purchase of tangible personal property, which is subject California sales tax, which accounts are or have been assigned directly from the Retailer to the Lender.
2. Blanket Assignment of Retailer’s Rights and Interest in Accounts. The Retailer and the Lender agree that all of the rights and interest of the Retailer in any and all Accounts, whether currently in existence or created in the future, including the right to claim sales tax refunds, deductions or credits, are irrevocably assigned, transferred and relinquished to the Lender.
3. Entitlement to Tax Refund or Deduction on Accounts. The Retailer and the Lender agree that the Lender is the party entitled to claim any potential sales tax refunds or deductions as a result of bad debt losses charged off by the Lender on any and all Accounts currently existing or created in the future which have been assigned from the Retailer to the Lender. The Retailer agrees that is has not and will not claim a deduction or refund with respect to any Accounts currently existing or created in the future and hereby relinquishes to the Lender all rights to the Accounts and all rights to claim such deductions or refunds.
4. Election Pursuant to Section 6055 (b)(4), California Revenue and Taxation Code. The Retailer and the Lender hereby make an irrevocable election pursuant to section 6055 (b)(4), California Revenue and Taxation Code, that designates and entitles the Lender (and not the Retailer) to claim the deduction or refund provided under section 6055 (b) with respect to any Accounts found worthless and charged off for income tax purposes. The effective date of the election is January 1, 2000.
5. Payment of Sales Tax. The Retailer represents and warrants that it has reported the tax on the sale on the property with respect to the Accounts, and that it will report the tax on the sale of the property with respect to future Accounts.
6. Confidentiality. The Retailer and the Lender acknowledge that the California State Board of Equalization may disclose relevant confidential information to any and/or all parties involved in order to evaluate, support and confirm the deductions or refunds claimed pursuant to section 6055, California Revenue and Taxation Code.
7. Documentation. The Retailer and the Lender agree to furnish any and all documentation required or requested by the California State Board of Equalization that is necessary to support the claim for refund filed by the Lender.
8. Term. This election may not be amended or revoked unless a new election, signed by both the Retailer and the Lender is filed with the California State Board of Equalization.
9. Filing of Election. The Lender and the Retailer agree that the Lender shall file this Agreement as an election with the California State Board of Equalization pursuant to Section 6055, California Revenue and taxation Code.

By: _____
“Retailer” (Print Name and Title)

By: _____
“Lender” (Print Name and Title)

“Retailer” (Signature)

“Lender” (Signature)

Date: _____

Date: _____

**ADDENDUM TO DEALER AGREEMENT
DEALER RESERVE PROGRAM**

THIS ADDENDUM is made and entered into effective this ____ day of _____, 20____ and MODIFIES THAT CERTAIN DEALER AGREEMENT as entered into between CIG Financial, LLC ("CIG Financial") and _____ ("Dealer") dated the ____ day of _____, 20____.

By executing this Addendum, Dealer and CIG Financial acknowledge and agree that this Addendum is incorporated into and made a part of the Dealer Agreement ("Dealer Agreement"), the terms and provisions of which, except where expressly modified in this Addendum, are hereby affirmed and ratified by Dealer and CIG Financial and remain in full force and effect. Any other liability to the Dealer and CIG Financial as set forth in the Dealer Agreement remains unchanged. Terms used in this Addendum and not otherwise defined herein shall have the meanings specified in the Dealer Agreement.

CIG Financial offers, and Dealer wishes to participate in, a Dealer Reserve Program (the "Program") for certain eligible Contracts. Under the terms of this Program, the Dealer may, if CIG Financial offers and agrees for any Contract, participate in the total finance charge to be earned on a Contract ("Dealer Reserve"). Participation means that a Dealer will be paid a portion of the total scheduled finance charge upon CIG Financial's purchase of the Contract from Dealer.

Dealer Reserve is determined by the difference between the annual percentage rate of the Contract (the "Sell Rate") and the rate at which CIG Financial will purchase the Contract from Dealer (the "Buy Rate"). The Sell Rate may not exceed the maximum allowable rate for the Contract state of origination, or the CIG Financial loan classification program, or the maximum rate set by CIG Financial policy, as applicable. The maximum allowable difference between the Sell Rate and the Buy Rate (the "Dealer Reserve Rate") shall not exceed 1.25%, and the agreed upon Dealer Reserve Rate for any given Contract shall be set forth in writing by CIG Financial with its approval to Dealer for purchase of that Contract. Dealer is not to increase the Sell Rate on a Contract by adding the Dealer Reserve Rate to the Sell Rate, but instead the Buy Rate shall be determined by subtracting the Dealer Reserve Rate from the agreed upon Sell Rate. Dealer will be paid a portion of the total Dealer Reserve amount upfront (the "Dealer Reserve Participation"), which is set at 70% ("Dealer Reserve Participation Split") of the total Dealer Reserve amount. An example of how the Dealer Reserve Rate, Dealer Reserve amount, and Dealer Reserve Participation amount are calculated is provided below:

(A) Amount Financed	\$ 15,000.00	(D) Sell Rate (Contract APR)	12.00%	(G) Dealer Reserve Amount	\$ 418.35
(B) Total Finance Charge	\$ 5,020.20	(E) CIG Buy Rate	11.00%	(H) Dealer Reserve Participation Split	70.00%
(C) Total of Payments	\$ 20,020.20	(F) Dealer Reserve Rate	1.00%	(I) Dealer Reserve Participation Amount	\$ 292.85

STEP1: (D) Sell Rate 12.00% minus (E) CIG Buy Rate 11.00% = (F) Dealer Reserve Rate 1.00%.

STEP 2: (F) Dealer Reserve Rate 1.00% divided by (D) Sell Rate 12.00%, multiplied by (B) Total Finance Charge \$5,020.20 = (G) Dealer Reserve Amount \$418.35, multiplied by (H) Dealer Reserve Participation Split 70% = (I) Dealer Reserve Participation Amount 292.85

In the event that a Contract is prepaid in full before the Obligor has paid to CIG Financial the first three scheduled payments according to the Contract, or the Obligor defaults on the Contract before paying to CIG Financial the first three scheduled payments according to the Contract, the full amount of the Dealer Reserve Participation shall be returned to CIG Financial (a "Dealer Reserve Chargeback"). After the Obligor has paid to CIG Financial the first three scheduled payments according to the Contract, the Dealer Reserve Participation amount for that Contract shall be fully earned by Dealer and not subject to a Dealer Reserve Chargeback.

CIG Financial reserves the right to change or terminate this Program at any time, upon thirty (30) days written notice to Dealer. Notwithstanding the above, any changes to or termination of the Program will not affect a Contract previously purchased under the Program.

IN WITNESS HEREOF and intending to be bound by the terms and conditions hereof, each of the parties has caused this Addendum to be executed by its duly authorized officer, partner or agent as of the respective dates set forth below.

CIG FINANCIAL, LLC

DEALER: _____

By: _____
CIG Financial Officer

By: _____
Dealer Signature

Name: _____

Name: _____

Title: _____

Title: _____

By: _____
Dealer Signature

Name: _____

Title: _____

CIG Financial

Startup Checklist

Dealer Name: _____ **Rep:** _____

Documents Required from CIG Financial

- CIG Financial Dealer Agreement – signed by all officers/owners
- CIG Financial Dealer Reserve Addendum – signed by all officer/owner
- Agreement for Entitlement (CA ONLY) – signed by officer/owner
- CIG Financial Dealer Application – signed by all officers/owners
- Qualification Statement – filled out by all officers/owners
- Signature Card-signed by an owner
- ACH form signed by officer/owner

Additional Documents Required from Dealer Records

- Copy of DMV license
- Copy of Business license
- Copy of Seller's Permit/Sales Tax license
- Copy of Surety Bond-please provide the first page of the bond. (Independent dealers only)
- Copy of Articles of Inc. or Organization (LLC) – if applicable
- Copy of Voided check or letter from the bank that includes account and routing #

3 Months of Business Bank Statements are required if:

- Dealership has been in business for less than 6 months
- Dealer is not a homeowner or if home under spouse's name
- Inside Sales territories require bank statements

Dealer Track ID: _____ **Route One ID:** _____

Additional Comments for CIG to consider:

CIG FINANCIAL FRANCHISE DEALER APPLICATION

Date _____ Date Dealership Established _____ Years this location _____

Corporate/Business Name _____

D.B.A. _____ # of stores _____

Other store names _____

Sole Proprietorship Partnership Corporation Other _____

Address _____ City _____ State _____ Zip _____

Phone # (____) _____ Fax # (____) _____ Federal ID # _____

PRINCIPALS/OWNERS/OFFICERS:

Name _____

Name _____

Home/Mobile _____

Home/Mobile _____

Title _____ % Ownership _____

Title _____ % Ownership _____

(Please provide additional ownership information on a separate sheet)

MANAGEMENT PERSONNEL

General Manager: _____

Finance Director: _____

Special Finance Director: _____

Business Manager: _____

DMV Person: _____

Please include the following information when you submit this form:

- | | |
|-----------------------------|---|
| 1. Copy of DMV license | 4. Copy of Surety Bond |
| 2. Copy of Business License | 5. Names and titles of key employees - Signature Card |
| 3. Copy of Sales Tax Permit | 6. Copy of Certificate of Incorporation (if applicable) |

I/We hereby certify that the statements made above are true and correct.

Signature of Principal/Owner/Officer

Signature of Principal/Owner/Officer

DEALER AUTHORIZATION SIGNATURE CARD

DEALER NAME: _____

ADDRESS: _____

PHONE NO. (_____) _____

The following signatures are authorized by:

X _____
Signature Title/Position

On this _____ day of _____, 20_____

Seller hereby designates the following person(s), whose signatures are shown beside his/her or their name(s), as being authorized to execute on its behalf assignments, or other documents relating to Contract purchased by CIG FINANCIAL:

PRINT NAME	SIGNATURE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Note: Seller may change the foregoing authorization(s) at any time in the future by delivering to CIG FINANCIAL written notice thereof on seller's letterhead stationary and updating the Dealer Authorized Signature Card; however, no such change shall invalidate any assignment or other execution previously done and relied upon by CIG FINANCIAL.



AUTHORIZATION AGREEMENT FOR CIG FINANCIAL'S ACH/DIRECT DEPOSIT SERVICE

COMPANY NAME: CIG FINANCIAL	COMPANY IDENTIFICATION NUMBER: 33-0120200
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AUTOMATIC DEPOSITS

_____ hereby authorizes CIG Financial, LLC, hereinafter
Name of Dealership

called COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to:

Checking Savings Account (select one)

indicated below and the depository institution named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

DEPOSITORY/BANK NAME:	BRANCH:	
CITY:	STATE:	ZIP CODE:
TRANSIT/ABA NUMBER:	ACCOUNT NUMBER:	

This authority is to remain in full force and effect until COMPANY has received written notification from above Dealership of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

NAME (S) (PLEASE PRINT)	TELEPHONE NUMBER:	
SIGNATURE:	SIGNATURE (i/a):	DATE:

PLEASE ATTACH A VOIDED CHECK TO SETUP ACCOUNT